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Dolores Ronquillo*

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
(WESTERN DIVISION)**

DOLORES RONQUILLO,

Plaintiff,

v.

EQUIFAX INFORMATION
SERVICES, LLC; EXPERIAN
INFORMATION SOLUTIONS, INC.;
TRANS UNION LLC; SOFI
LENDING CORP.; SOFI BANK,
N.A.; UNITED COLLECTION
BUREAU, INC.; LVNV FUNDING
LLC; and RESURGENT CAPITAL
SERVICES, L.P.,

Defendants.

Case No.: 2:23-cv-00065

**COMPLAINT AND DEMAND FOR
JURY TRIAL**

- 1. FCRA, 15 USC § 1681 *et seq.***
- 2. FDCPA, 15 U.S.C. § 1692 *et seq.***
- 3. CCCRA, Cal. Civ. Code §1785.25 *et seq.***
- 4. RFDCPA, Cal. Civ. Code § 1788 *et seq.***

Plaintiff Dolores Ronquillo (“Plaintiff”) alleges the following violations of federal and California consumer protection statutes against Defendants Equifax

1 Information Services, LLC (“Equifax”); Experian Information Solutions, Inc.
2 (“Experian”); Trans Union LLC (“Trans Union”) (referenced collectively as “CRA
3 Defendants”); SoFi Lending Corp., and SoFi Bank, N.A. (collectively “SoFi”);
4 United Collection Bureau, Inc. (“United Collection”); LVNV Funding, LLC
5 (“LVNV”); and Resurgent Capital Services, L.P. (“Resurgent”).
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7

8 **PRELIMINARY STATEMENT**

- 9 1. This complaint is based on violations of the:
- 10 a. Fair Credit Reporting Act (FCRA), 15 U.S.C. §1681 *et seq.*
11 against CRA Defendants and SoFi;
12
- 13 b. Fair Debt Collection Practices Act (FDCPA), 15 U.S.C. § 1692
14 *et seq.* against United Collection Bureau, Inc., LVNV Funding,
15 and Resurgent;
16
- 17 c. California Consumer Credit Reporting Agencies Act (CCCRA),
18 Cal. Civ. Code §1785.25 against CRA Defendants and SoFi;
19
- 20 d. Rosenthal Fair Debt Collection Practices Act (RFDCPA), Cal.
21 Civ. Code § 1788 against SoFi, United Collection Bureau, Inc.,
22 LVNV Funding, and Resurgent.
23

24 **JURISDICTION AND VENUE**

- 25 2. The court has federal question jurisdiction pursuant to 28 U.S.C. § 1331
26 and supplemental jurisdiction over the state law claims under 28 U.S.C. § 1367.
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1 3. Venue is proper pursuant to 28 U.S.C. 1391(b)(2) in that a substantial
2 part of all Defendants’ conduct, including omissions, giving rise to the claims
3 occurred in this District and Division.
4

5 4. Defendants all have substantial contacts and/or transact business in this
6 District and Division; therefore, personal jurisdiction is established.
7

8 **PARTIES**

9 5. Plaintiff is a natural person residing in Carson, Los Angeles County,
10 California. She is a “person” as defined under the Rosenthal Act, Cal. Civ. Code. §
11 1788.2(g).
12

13 6. Plaintiff is a “consumer” as defined by the FCRA, 15 U.S.C. §
14 1681a(c), the FDCPA, 15 U.S.C. § 1692a(c), and Cal. Civ. Code § 1785.3(b).
15

16 7. Defendant Experian is a “consumer reporting agency,” as defined in 15
17 U.S.C. § 1681a(f)). On information and belief, Experian is regularly engaged in the
18 business of assembling, evaluating, and disbursing information concerning
19 consumers for the purpose of furnishing consumer reports, as defined in 15 USC
20 1681a(d), to third parties. Experian’s principal place of business is located at 475
21 Anton Boulevard, Costa Mesa, California 92626.
22

23 8. Defendant Equifax is a “consumer reporting agency,” as defined in 15
24 U.S.C. § 1681a(f). Upon information and belief, Equifax is regularly engaged in the
25 business of assembling, evaluating, and disbursing information concerning
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1 consumers in the form of consumer reports, as defined in 15 U.S.C. § 1681a(d)), to
2 third parties. Equifax's principal place of business is located at 1550 Peachtree Street
3 NW, Atlanta, GA 30309. Equifax can be served through its registered agent,
4 Corporation Service Company, located at 2 Sun Court, Suite 400, Peachtree Corners,
5 GA 30092.
6

7
8 9. Defendant Trans Union is a "consumer reporting agency," as defined
9 in 15 U.S.C. § 1681a(f)). On information and belief, Trans Union is regularly
10 engaged in the business of assembling, evaluating, and disbursing information
11 concerning consumers for the purpose of furnishing consumer reports, as defined in
12 15 USC 1681a(d), to third parties. Trans Union's principal place of business is
13 located at 555 West Adams Street, Chicago, Illinois 60661. Trans Union can be
14 served at their Registered Agent Illinois Corporation Service Company at 801 Adlai
15 Stevenson Drive, Springfield, Illinois 62703.
16
17

18 10. Defendant SoFi Bank, N.A. is a financial institution engaged in the
19 business of giving credit and collecting debt.
20

21 11. SoFi is also a "furnisher," as contemplated by 15 U.S.C. § 1681s-2.
22

23 12. Upon information and belief, SoFi is regularly engaged in the business
24 of furnishing credit information to the consumer reporting agencies.

25 13. SoFi Lending Corp. does business as "SoFi." It is a California
26 corporation with its principal offices at 2750 E Cottonwood Parkway, Suite 300,
27
28

1 Cottonwood Heights, UT, 84121 and at 234 1st Street in San Francisco, California.
2 SoFi Lending Corp. is a wholly owned subsidiary of Social Finance, Inc., a Delaware
3 Corporation with is principal office in San Francisco, CA.
4

5 14. SoFi Lending Corp. is a non-bank loan originator and loan servicer,
6 according to its parent company, SoFi Technologies, most recent SEC-filed 10-K.
7

8 15. SoFi Lending Corp. can be served at its registered agent Corporation
9 Service Company, 2710 Gateway Oaks Dr. Suite 150N, Sacramento, CA 95833.
10

11 16. SoFi Bank, N.A., was formerly known as Golden Pacific Bank, N.A.,
12 a subsidiary of Golden Pacific Bancorp, Inc., until its acquisition by SoFi
13 Technologies, Inc., in February of 2022.
14

15 17. Once the merger was complete and the acquisition of a national bank
16 charter realized, SoFi Technologies began to migrate certain of its products from its
17 non-bank lending and servicing entities such as SoFi Money, SoFi Lending, SoFi
18 Credit Card products, to SoFi Bank.
19

20 18. Upon information and belief, upon completion of the merger, not only
21 did SoFi Technologies transfer products, but it also transferred accounts to SoFi
22 Bank, such as the Account that it illegally and falsely strapped on the Plaintiff.
23

24 19. SoFi Bank has principal places of business at 2750 E Cottonwood
25 Parkway, Suite 300, Cottonwood Heights, UT, 84121 and 234 1st Street in San
26 Francisco, California, with offices in Delaware, Florida, Montana, New York,
27
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1 Texas, Utah, Virginia, and Washington.

2 20. SoFi Bank can be served at 2750 E. Cottonwood Pkwy, Suite 300, Salt
3 Lake City, UT 84121.
4

5 21. SoFi Lending Corp. and SoFi Bank are owned by the same parent
6 company, with the same officers and directors, and have the same principal places
7 of business.
8

9 22. Defendant United Collection Bureau, Inc. is an Ohio corporation that
10 regularly conducts business in California on a routine and systematic basis.
11 Defendant United Collection Bureau, Inc. is in the business of contacting consumers
12 to collect consumer debt. Defendant United Collection Bureau, Inc. has a principal
13 place of business at 5620 Southwyck Blvd., Toledo OH 43614. It can be served at
14 its registered agent Corporation Service Company, which will do business as CSC –
15 Lawyers Incorporating Service, located at 2710 Gateway Oaks Dr. Suite 150N,
16 Sacramento, CA 95833.
17
18

19 23. Defendant LVNV Funding is a foreign corporation that regularly
20 conducts business in California on a routine and systematic basis. Defendant LVNV
21 Funding is in the business of contacting consumers to collect consumer debt.
22 Defendant LVNV Funding is a Delaware limited liability corporation with a
23 principal place of business at 6801 S. Cimmaron Rd., Suite 424-J, Las Vegas, NV
24 89113. It can be served at its registered agent, Corporation Service Company which
25
26
27
28

1 will do business in California as CSC – Lawyers Incorporating Service, located at
2 2710 Gateway Oaks Dr. Suite 150N, Sacramento, CA 95833.
3

4 24. Defendant Resurgent Capital Services is a Delaware corporation that
5 regularly conducts business in California on a routine and systematic basis.
6 Defendant Resurgent Capital Services is in the business of contacting consumers to
7 collect consumer debt. Defendant Resurgent Capital Services has a principal place
8 of business in Greenville, South Carolina. It can be served at its registered agent,
9 Corporation Service Company, which will do be business in California as CSC-
10 Lawyers, located at 2710 Gateway Oaks Dr. Suite 150N, Sacramento, CA 95833.
11
12

13 25. Defendants United Collection, LVNV Funding, and Resurgent
14 (collectively “Debt Collectors”) regularly collect or attempt to collect debts owed or
15 due or asserted to be owed or due another and is therefore a “debt collector” within
16 the meaning of the FDCPA, as defined at 15 U.S.C. § 1692a(6). Defendants regularly
17 use the telephone and mail to engage in the business of collecting debts and/or
18 alleged debts from consumers in California.
19
20

21 26. Any violations by Defendants as set forth in this Complaint were
22 knowing and intentional, and Defendants did not maintain procedures reasonably
23 adapted to avoid any such violations.
24

25 27. During all times pertinent to this Complaint, Defendants acted through
26 their agents, employees, officers, members, directors, heirs, successors, assigns,
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principals, trustees, sureties, subrogees, representatives, and insurers.

FACTUAL ALLEGATIONS

28. Plaintiff was a victim of identity theft, which she only learned about when SoFi Lending Corp. and/or SoFi Bank began contacting Plaintiff to collect a delinquent personal loan (the “Account”) that it falsely claimed was opened by the Plaintiff

29. The fraudulent Account was opened in or around October of 2021.

30. No payments were ever made on the Account.

31. The Plaintiff explained to SoFi that she did not take out a \$45,000 personal loan, but SoFi nonetheless falsely reported the debt to consumer reporting agencies and attempted to collect on the fraudulent Account.

32. In or around February of 2022, Plaintiff learned that her consumer reports from Trans Union, Equifax, and Experian, were reporting the Account as belonging to her, as delinquent and in default.

33. On or about March 4, 2022, Plaintiff contacted local law enforcement to make an incident report about the identity theft.

34. The City of Los Angeles Sheriff’s Department responded by taking the report and the Plaintiff’s statement.

35. Complete strangers had surreptitiously obtained enough information about the Plaintiff to contact SoFi Lending Corp. and take out a \$45,000 unsecured

1 loan in the Plaintiff's name without her knowledge or authorization.

2 36. Upon information and belief, SoFi Lending Corp., is a completely
3 online, non-bank loan originator, which the identity thief knew and proceeded to
4 defraud SoFi's technology-driven lending processes out of \$45,000.00.
5

6 37. Upon information and belief, at the time the fraudulent Account was
7 opened, SoFi Lending Corp. marketed loans directly to consumers whose credit
8 profiles met certain criteria using consumer information obtained from consumer
9 reporting agencies and other data marketing companies.
10

11 38. Upon information and belief, SoFi Lending Corp. used direct marketing
12 to consumers meeting specific criteria including through electronic marketing
13 communication as well as old-fashioned direct mail.
14

15 39. Upon information and belief, SoFi uses a broad range of other media
16 formats to market its products to consumers generally, including but not limited to
17 digital ads, YouTube, TV, and even a football stadium naming-rights sponsorship in
18 Inglewood, California.
19

20 40. SoFi's lax lending policies allowed the imposter to use the Plaintiff's
21 information to fraudulently obtain a \$45,000 loan.
22

23 41. SoFi did not communicate with the Plaintiff at the time the loan
24 application was made, at the time the loan was originated, or anytime during the loan
25 application process.
26
27
28

1 42. Upon information and belief, SoFi has sophisticated technology at its
2 disposal, which it could have used to prevent fraud or at least to protect itself, the
3 Plaintiff, and other innocent consumers.
4

5 43. SoFi did not obtain the most basic elements required by state or federal
6 law to form a contract or encumber a consumer on a loan.
7

8 44. Upon origination of the fraudulent Account, SoFi falsely reported the
9 Account to all of the CRA Defendants as belonging to the Plaintiff.
10

11 45. The Account immediately went into default because the fraudster never
12 made a single payment upon receiving the amount of \$45,000 from SoFi.

13 46. Upon information and belief, when the Account defaulted, SoFi began
14 placing collection calls to Plaintiff's phone regarding the Account and left voicemail
15 messages.
16

17 47. Upon information and belief, SoFi obtained Plaintiff's phone number
18 through skip tracing processes.
19

20 48. Upon information and belief, after default, the Account was assigned,
21 transferred, or sold to a third-party debt buyer or debt collector.
22

23 49. The Account was transferred to United Collection, which was
24 collecting the debt for LVNV.

25 50. Resurgent is another debt collector trying to collect the debt from
26 Plaintiff for its customer LVNV.
27
28

1 51. Upon information and belief, LVNV bought the debt from SoFi; SoFi
2 was the originator of the debt.
3

4 **Trans Union's Illegal Conduct**

5 52. On or around March 7, 2022, Plaintiff sent a written dispute of the
6 Account (#PL73XXXX) to Trans Union, which Account appeared on her Trans
7 Union consumer report as delinquent and in default.
8

9 53. On or around April 21, 2022, Plaintiff sent an identity theft claim and
10 notarized Trans Union's Identity Theft Victim Assistance Affidavit to Trans Union.
11

12 54. On or about May 3, 2022, Trans Union sent dispute results informing
13 the Plaintiff that it had deleted the disputed SoFi Lending Corp. account.
14

15 55. Within a few short days, on or around May 13, 2022, Trans Union sent
16 a letter informing Plaintiff that now SoFi Bank reinserted the account that Trans
17 Union had previously deleted.
18

19 56. Not only had Trans Union reinserted the Account, but it was also
20 reporting as a SoFi Bank account, delinquent 90 days, closed on April 20, 2022, past
21 due and charged off in the amount of \$47,488.
22

23 57. The Account was added back into her Trans Union consumer report
24 because it was verified by SoFi Bank as a Verified Accurate account.

25 58. On or around June 1, 2022, Plaintiff's Trans Union consumer report
26 was still reporting the Account as having a past due balance of \$47,488, 90-days in
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1 arrears, with \$0 monthly payment with an “unpaid balance charged off” remark.

2 59. On or around June 1, 2022, Plaintiff’s Trans Union consumer report
3 had a security/fraud alert added to her consumer report and had a security freeze and
4 opted out of promotional inquiries.
5

6 60. On or around June 7, 2022, Plaintiff submitted another dispute with
7 Trans Union attaching a copy of her consumer report with the fraudulent items
8 circled, a copy of her Identity Theft Report and proof of her identity as the
9 substantive information.
10

11 61. On or around July 6, 2022, Trans Union responded to Plaintiff and
12 stated that the SoFi Bank Account was verified as Accurate. 59. On or around July
13 18, 2022, Plaintiff’s Trans Union consumer report was still reporting the Account as
14 belonging to the Plaintiff, \$47,488 past due and charged off, 90-days in arrears, with
15 \$0 due monthly. Trans Union reported the account was “purchased by another
16 lender.”
17

18 62. On or around July 26, 2022, Plaintiff sent another dispute to Trans
19 Union regarding the identity theft and the unchanged Account that was still reporting
20 on her consumer report. Trans Union has experience in other cases where SoFi had
21 verified accounts that were opened due to identity theft and its lax policies and
22 procedures.
23

24 63. Trans Union had more than enough information, including the police
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1 report and the notice from the consumer that the account did not belong to her, in
2 addition the default on the unsecured loan, to be suspicious and to require more than
3 a mere electronic certification to overcome the Plaintiff's dispute.
4

5 64. Under the circumstances, Trans Union decision to merely parrot the
6 information supplied by SoFi was unreasonable.
7

8 65. To this day, Trans Union has not contacted the Plaintiff regarding her
9 disputes, has not corrected the fraudulent account, and has refused to delete the
10 Account.
11

12 66. As a direct and proximate result of Trans Union's conduct, the Plaintiff
13 has suffered injuries including but not limited to publication of the false information
14 to third parties; publication of the Plaintiff's name and other identifying information
15 in response to request from third parties; lost time and wages over one hour due to
16 the time consuming nature of the dispute process in which she repeatedly engaged
17 in an attempt to correct the false reports; damage to her creditworthiness and credit
18 score; physical symptoms and sickness such as insomnia, nausea, headaches; she
19 decided to remove herself from the credit market; embarrassment that she didn't
20 want others to find out about the inaccurate Trans Union reports; mental anguish
21 worrying that she would never get her report fixed after the futility of disputing.
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25 **Equifax's Illegal Conduct**
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27 67. In or around February of 2022, Plaintiff disputed the fraudulent
28

1 Account with Equifax.

2 68. On or around March 4, 2022, Equifax responded to Plaintiff's dispute
3 regarding the Account. Equifax's dispute results stated it had done a few things in
4 response to her dispute: (1) it deleted the "explanation previously attached to this
5 account"; (2) modified certain fields; (3) updated the number of months reviewed.
6

7 69. The March 4, 2022, dispute results did not delete or correct the disputed
8 Sofi Lending Corp. Account, but instead continued to report it on Plaintiff's Equifax
9 report. In addition to reporting a loan she never had, Equifax reported a balance of
10 \$45,000, 60-80 days past due, a date of first delinquency of 11/2021.
11

12 70. The March 4, 2022, Equifax dispute results also contained additional
13 information that the "consumer disputes – reinvestigation in progress" and "removes
14 compliance condition codes." The additional remarks seem to indicate that the
15 reinvestigation was not complete, but it is unclear the reason that it removed the
16 compliance condition codes and what information would be transmitted to Plaintiff's
17 creditors under such circumstances.
18

19 71. If Equifax had not completed the reinvestigation, it should report the
20 XB compliance condition code (CCC) as long as the reinvestigation has not
21 concluded. Upon information and belief, furnishers normally provide the CCC.
22

23 72. On or around March 28, 2022, Plaintiff sent another dispute letter to
24 Equifax with additional information, including about the identity theft and that the
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26
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1 application for the Sofi loan that was fraudulently made under her name, that it was
2 not hers and therefore the Account (ending with 1757) was inaccurate.

3
4 73. Along with her March 28, 2022, dispute to Equifax, she also sent a bill
5 from Spectrum and the identity theft report and affidavit she made to the L.A.
6 County Sheriff.

7
8 74. On or around April 8, 2022, Plaintiff sent Equifax a dispute again
9 explaining that the Account was not opened by her but a result of identity theft and
10 attached Equifax's search request form.

11
12 75. On or around April 16, 2022, Plaintiff received the response to her
13 disputes from Equifax requesting more identifying information "because the
14 information you provided as proof of your identity does not match the information,
15 we currently have on your credit file."

16
17 76. Upon information and belief, this April 16, 2022, was false because it
18 had not only been able to access her consumer report and file previously to conduct
19 a reinvestigation, but it had also sold her consumer report to numerous third parties.

20
21 77. On or around April 30, 2022, Plaintiff sent another dispute to Equifax
22 with the identifying information it requested including copies of her driver's license
23 and Social Security Card.

24
25 78. On or around May 10, 2022, Equifax sent Plaintiff what it claimed was
26 a response to a request for her credit file dated May 7, 2022. What Equifax actually
27

1 sent may have been styled, “Credit File,” but it was nothing more than a disclosure,
2 and it did not indicate that it was a response to the Plaintiff’s dispute.
3

4 79. However, the May 10, 2022, document entitled “Credit File” did not
5 contain the disputed SoFi Account. For whatever reason, Equifax had deleted the
6 fraudulent account.
7

8 80. However, within a few short days, on or around May 18, 2022, Equifax
9 responded to Plaintiff’s dispute and reported the Account with a new lender name,
10 instead of SoFi Lending Corp, it now appeared as SoFi Bank National with past due
11 balance of \$47,488 and a charged off status.
12

13 81. The Equifax dispute results dated May 18, 2022, stated that “as a result
14 of a dispute you submitted, the account . . . was removed from your Equifax credit
15 file. The company that furnished the account information recently requested to have
16 the account information reinserted on your Equifax credit file and submitted a
17 certification that the account belongs to you and the information below is complete
18 and accurate. As a result, and based on this certification, Equifax has reinserted the
19 account on your Equifax credit file, as reported to us by the company.”
20
21

22 82. Equifax was unreasonable in its reliance on the “certification” by SoFi,
23 which is nothing more than an electronically ticked box.
24

25 83. Because the name of the furnisher had changed, Equifax had reason to
26 believe that the reinsertion was, at the very least, a result of the transfer of the
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1 fraudulent account from SoFi Lending Corp. to SoFi Bank.

2 84. Equifax has experience in other cases where SoFi had verified accounts
3 that were opened due to identity theft and its lax policies and procedures.
4

5 85. Equifax had more than enough information, including the police report
6 and the notice from the consumer that the account did not belong to her, in addition
7 the default on the unsecured loan, to be suspicious and to require more than a mere
8 electronic certification to ignore the Plaintiff's dispute. Under the circumstances,
9 Equifax's decision to merely parrot the information supplied by SoFi was
10 unreasonable.
11
12

13 86. On June 1, 2022, Plaintiff attempted to access her free Equifax report
14 on www.annualcreditreport.com, but was not able to get the report. She requested a
15 copy of her consumer disclosure over the phone.
16

17 87. On or around June 7, 2022, Plaintiff mailed another written dispute to
18 Equifax attaching a copy of her consumer report with the fraudulent items circled, a
19 copy of her Identity Theft Report and proof of her identity as the substantive
20 information. She wrote the dispute using the instructions she found on the Federal
21 Trade Commission website.
22
23

24 88. On or around June 20, 2022, Equifax sent a letter to Plaintiff informing
25 her that it was not going to block the Account as she had requested and that she
26 needed to provide proof of her identity, the specific information that is the result of
27
28

1 the identity theft, and a copy of her complete and submitted Identity Theft Report
2 with the Federal Trade Commission or Police report regarding the identity theft,
3 which she had done
4

5 89. On July 8, 2022, Equifax responded to Plaintiff's dispute and though it
6 reported that it had deleted the SoFi Lending Corp. tradeline, it verified that the SoFi
7 Bank account "belongs to you."
8

9 90. Equifax continued to report the Account as \$47,488 charged off, that
10 there was a temporary update freeze on the file, that no payments had ever been
11 made, and that it had been 90 days past due before being charged off.
12

13 91. As a direct and proximate result of Equifax's conduct, the Plaintiff has
14 suffered injuries including but not limited to publication of the false information to
15 third parties; publication of the Plaintiff's name and other identifying information in
16 response to request from third parties; lost time and wages over one hour due to the
17 time consuming nature of the dispute process in which she repeatedly engaged in an
18 attempt to correct the false reports; damage to her creditworthiness and credit score;
19 physical symptoms and sickness such as insomnia, nausea, headaches; she decided
20 to remove herself from the credit market; embarrassment that she didn't want others
21 to find out about the inaccurate Equifax reports; mental anguish worrying that she
22 would never get her report fixed after the futility of disputing.
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27 **Experian's Illegal Conduct**
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1 92. On or around March 7, 2022, Plaintiff sent a dispute letter to Experian
2 regarding the Account (#PL73) and explaining that the Account did not belong to
3 her and that it was a result of identity theft.
4

5 93. Thereafter, on or about May 8, 2022, Experian sent Plaintiff a letter
6 explaining that as a result of its reinvestigation, the SoFi Lending Corp. Account had
7 been deleted.
8

9 94. On or around May 18, 2022, after Experian had deleted the Account,
10 Experian sent Plaintiff a letter entitled “Dispute Results.”
11

12 95. Plaintiff’s “Outcome: Updated – Information on this item has been
13 updated. Please review your report for the details.”
14

15 96. The Account details = the Account April 2022 Status was the Account
16 had been charged off, \$47,488 was written off, \$47,488 was past due 90 days as of
17 March 2022, and the Account had been purchased by another lender.
18

19 97. On or around June 7, 2022, Plaintiff submitted another dispute to
20 Experian using a sample she got from the FTC website. She attached a copy of her
21 consumer report with the fraudulent items circled a copy of her Identity Theft Report
22 and proof of her identity as the substantive information. She also requested that
23 Experian block the fraudulent Account information.
24

25 98. On or around June 16, 2022, Experian responded to Plaintiff’s dispute
26 and reported the outcome was that the Account was “Verified and Updated – The
27
28

1 information you disputed has been verified as accurate; however, information
2 unrelated to your dispute has been updated.”

3
4 99. The status as of June 2022 was that the Account was “closed,” “\$47,488
5 written off,” “purchased by another lender,” and 90 days past due as of March 2022.

6
7 100. On or around July 4, 2022, Experian sent a dispute results that were the
8 same in all material respects to the June 16, 2022, results, verifying and refusing to
9 delete the Account.

10
11 101. Because the name of the furnisher had changed, Experian had reason to
12 believe that the reinsertion of the disputed Account was, at the very least, a result of
13 the transfer of the fraudulent Account from SoFi Lending Corp. to SoFi Bank.

14
15 102. Experian has experience in other cases where SoFi had verified
16 accounts that were opened due to identity theft and its lax policies and procedures.

17
18 103. Experian had more than enough information, including the police report
19 and the notice from the consumer that the Account did not belong to her, in addition
20 the default on the unsecured loan, to be suspicious and to require more than a mere
21 automated response to overcome the Plaintiff’s dispute. Under the circumstances,
22 Experian’s decision to merely parrot the information supplied by SoFi was
23 unreasonable.
24

25
26 104. As a direct and proximate result of Equifax’s conduct, the Plaintiff has
27 suffered injuries including but not limited to publication of the false information to
28

1 third parties; publication of the Plaintiff's name and other identifying information in
2 response to request from third parties; lost time and wages over one hour due to the
3 time consuming nature of the dispute process in which she repeatedly engaged in an
4 attempt to correct the false reports; damage to her creditworthiness and credit score;
5 physical symptoms and sickness such as insomnia, nausea, headaches; she decided
6 to remove herself from the credit market; embarrassment that she didn't want others
7 to find out about the inaccurate Equifax reports; mental anguish worrying that she
8 would never get her report fixed after the futility of disputing.
9
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11
12 105. Experian's conduct is especially egregious because it has represented
13 to Courts that it will correct inaccurate information when disputed by consumers,
14 especially consumers that supply documentation.
15

16 **Furnishers' Illegal Conduct**

17 106. Upon information and belief, the CRAs forwarded the information and
18 disputes to SoFi Lending Corp. and to SoFi Bank (collectively "SoFi") using an
19 electronic verification system set up by the CRAs to enforce an automated system
20 so to nominally comply with the FCRA but in reality, to merely process disputes
21 without truly investigating them
22
23

24 107. Upon information and belief, by the time SoFi received the automated
25 disputes from the CRAs, it already had actual knowledge that it had been defrauded
26 by someone pretending to be the Plaintiff, yet it had not only made the negative,
27
28

1 false reports to the CRAS, it had also attempted to wrongfully collect money from
2 Plaintiff.

3
4 108. Because the Account was opened in the amount of \$45,000 and no
5 payments had ever been made on it, SoFi had more than enough reason to suspect
6 that it had been defrauded even before receiving identity theft documentation from
7 the innocent consumer.
8

9 109. Upon information and belief, SoFi knows that when an unsecured loan
10 in the amount of \$45,000 is made and immediately goes into default, it is likely the
11 result of identity theft or other fraud on the bank.
12

13 110. Upon information and belief, SoFi had been defrauded by someone
14 other than the Plaintiff but shifted all responsibility for its own negligence in giving
15 money to a fraudster from itself onto the Plaintiff, who was innocent, thus willfully
16 compounding the injuries it visited upon the Plaintiff.
17

18 111. Despite knowing that Plaintiff did not owe it any money, SoFi reported
19 the loan and delinquency to the CRAs.
20

21 112. Despite knowing that Plaintiff did not owe the money, SoFi attempted
22 to collect money from the Plaintiff that she did not owe.
23

24 113. When SoFi received Plaintiff's disputes from the CRAs, upon
25 information and belief, it did not conduct a meaningful investigation into the
26 Account but rather merely conducted a data conformity check to see that the
27
28

1 information it had in its computer system – the same system that generate the wrong
2 information in the first place – matched the information in the ACDV.

3
4 114. It was unreasonable for SoFi to fail to conduct a thorough and
5 meaningful investigation of the Plaintiff's bona fide disputes.

6
7 115. Despite knowing that the Plaintiff did not owe the money, SoFi
8 fraudulently sold and/or transferred the alleged defaulted loan to United Collection,
9 LVNV, and Resurgent to collect from Plaintiff.

10 **Debt Collectors' Illegal Conduct**

11
12 116. Upon information and belief SoFi, United Collection, LVNV, and
13 Resurgent contacted the Plaintiff repeatedly, by telephone, by mail, or both, in order
14 to collect a debt that the Plaintiff did not owe.

15
16 117. Due to the repeated contacts by Defendants, together with the CRAs
17 refusal to correct her consumer reports, the Plaintiff worried that she was going to
18 be liable to repay the Account even though she did not open the Account.

19
20 118. As a result of Defendants' conduct, Plaintiff has sustained injuries
21 resulting in actual damages including but not limited to being put in actual fear of
22 having to pay money to she didn't owe to get debt collectors to stop contacting her
23 and reporting the debt to the CRAs.

24
25 119. She has suffered humiliation, fear, embarrassment, anguish, and
26 emotional and mental pain as a result of having the debt she doesn't owe the subject
27

1 of many contacts from debt collectors, causing her to be worried her children would
2 think that she had defaulted on a loan.

3
4 120. Plaintiff had to engage a lawyer to defend herself from the Debt
5 Collectors.

6
7 121. The Debt Collectors engaged in illegal and unfair debt collection
8 practices by attempting to collect a debt that was not expressly authorized by an
9 agreement creating the debt or permitted by law.

10
11 122. The Debt Collectors engaged in illegal, false, and misleading
12 representations about the legal status of a debt by attempting to collect a debt that
13 was not owed.

14
15 123. As a result of the Debt Collectors conduct, the Plaintiff suffered injuries
16 including the mental anguish resulting from the real fear that she would be forced to
17 pay off over \$47,488; invasion of her privacy; economic damages in having to
18 engage a lawyer; physical injuries and sickness that resulted from emotional distress
19 of being pursued by debt collectors for a loan she never applied for or received.

20
21 124. The inaccurate reporting by CRA Defendants has caused Plaintiff's
22 credit file to be severely damaged.

23
24 125. Plaintiff has suffered monetary damages because Plaintiff cannot
25 obtain credit —or better credit terms— which she needs and which she otherwise
26 qualifies for.
27
28

1 126. Plaintiff applied for a loan with Marcus by Goldman Sachs on or around
2 October 22, 2021, and was denied due to the inaccurate reporting on Plaintiff's Trans
3 Union consumer report.
4

5 127. Plaintiff applied for a loan with MetaBank on or around November 5,
6 2021, and was denied due to the inaccurate reporting on Plaintiff's consumer reports.
7

8 128. Plaintiff has taken herself out of the credit market because of the futility
9 of applying for credit when she knows that despite her disputes and actual knowledge
10 that the debt does not belong to her, the CRAs and debt collectors have refused to
11 correct their illegal behavior.
12

13 129. The CRAs and debt collector Defendants been on notice for years that
14 SoFi's lending practices are lax and subject of other lawsuits involving identity theft.
15

16 130. Plaintiff has done everything she is required to do and can do to get the
17 CRAs to correct their false reporting about her. The only option Plaintiff or any
18 consumer has after refusal to correct a false report is to file a lawsuit under the
19 FCRA.
20

21 131. Even though a Plaintiff may supply additional information and provide
22 a 100-word statement about the disputed account, the reality is that once the
23 furnisher has provided a certification verifying the false information, the CRAs
24 won't correct it.
25

26 132. A 100-word statement does nothing to improve a credit score, correct
27
28

1 propriety scoring models, alter scoring algorithms, or to impact trended data that
2 users of consumer reports consider when making decisions based on the consumer
3 reports. It is basically useless to a consumer who has a bona fide dispute with the
4 results of the investigation.
5

6 133. Neither the CRAs, nor SoFi, nor the Debt Collectors have adopted
7 policies and procedures to correct their failure to use reasonable procedures to assure
8 the maximum possible accuracy of the Plaintiff's account once they are all on notice
9 of the inaccuracy.
10

11 134. Neither the CRAs, nor SoFi, nor the Debt Collectors have conducted
12 reasonable investigations or reinvestigations of the accuracy of the disputed Account
13 because they have only made *unreasonable* data conformity checks.
14
15

16 **COUNT I**
17 **Violation of the FCRA, 15 U.S.C. §§ 1681e(b) and 1681i**
18 **against Equifax Information Services, LLC; Experian Information Solutions,**
19 **Inc.; Trans Union LLC**
(collectively, "CRA Defendants")

20 135. Plaintiff relies on the facts described in the above paragraphs of this
21 Complaint as the basis for her claims against the CRA Defendants and SoFi.
22

23 136. The FCRA requires a credit reporting agency to follow reasonable
24 procedures to assure maximum possible accuracy of the information it reports about
25 consumers. This includes when it first receives information from a furnisher and
26 includes it in a consumer's report and after it receives a consumer dispute.
27
28

1 137. A CRA must have a valid reason to believe that the information it
2 receives from a furnisher and puts in a consumer's report is maximally accurate.

3
4 138. Upon receiving a consumer dispute that information being reported is
5 inaccurate, a CRA must promptly conduct a reinvestigation with respect to the
6 disputed information.

7
8 139. At a minimum, the CRA must transmit the dispute and all relevant
9 documents to the furnisher so that the furnisher may investigate the dispute in
10 addition to the CRA's requirement to reinvestigate. 15 U.S.C. § 1681i(a)(2)(A).
11 However, a reasonable reinvestigation of the Plaintiff's disputes required much more
12 than merely transmitting the dispute to the furnisher.

13
14 140. A CRA's duty to reinvestigate is a grave responsibility that requires
15 more than merely parroting what the furnisher is reporting to it.

16
17 141. A reinvestigation means the same thing as an investigation, requiring a
18 CRA to conduct a searching and meaningful inquiry into the dispute.

19
20 142. Under the circumstances in this case, it was not reasonable for the
21 CRAs to merely rely on the automated ACDV verification and reinsertion of the
22 fraudulent Account from the furnisher because there was indicia within the report
23 itself that the Account was fraudulent.

24
25 143. CRA Defendants failed to employ and follow reasonable procedures to
26 assure maximum possible accuracy of Plaintiff's credit report, information, and file,
27

1 in violation of 15 U.S.C. § 1681e(b).

2 144. The CRAs failed to conduct reasonable reinvestigations. 15 U.S.C. §
3 1681i(a)(1)(A).
4

5 145. CRA Defendants failed to maintain procedures designed to prevent the
6 reappearance in a consumer's file, and in consumer reports on the consumer, of
7 information that was deleted, in violation of 15 U.S.C. § 1681i(5)(C).
8

9 146. Because the Plaintiff never entered any agreement to encumbered
10 herself on a SoFi loan, the CRA Defendants could not have possibly verified that the
11 Account was accurate. Therefore, the CRA Defendants failed to delete the Account
12 and provide the notices required under 15 U.S.C. § 1681i(5)(B)(ii)-(iii).
13

14 147. As a result of this conduct, action, and inaction, the Plaintiff suffered
15 injuries resulting in actual damages described throughout this Complaint.
16

17 148. Experian's, Equifax's, and Trans Union's conduct, actions, and
18 inaction were willful, rendering them each liable for punitive damages in an amount
19 to be determined by the Court pursuant to 15 U.S.C. § 1681n. In the alternative,
20 Defendants were negligent, entitling the Plaintiff to recover under 15 U.S.C. §
21 1681o.
22

23 149. The Plaintiff is entitled to recover actual damages, statutory damages,
24 punitive damages, costs, and her attorney's fees from the Defendants in an amount
25 to be determined by the Court pursuant to 15 U.S.C. § 1681n and/or 15 U.S.C. §
26
27
28

1681o.

COUNT II

Violation of the FCRA, 15 U.S.C. § 1681s-2(b) SoFi Lending Corp., and SoFi Bank, N.A. (together, “SoFi”)

150. The FCRA requires furnishers such as SoFi, either after receiving notice directly from the consumer or from a credit reporting agency that a consumer disputes information that is being reported by that furnisher, to conduct an investigation with respect to the disputed information.

151. At a minimum, a reasonable investigation includes (a) reviewing all relevant information, (b) reporting the results of the investigation to the credit reporting agency, and (c) if the investigation reveals that the information is incomplete or inaccurate, reporting those results to all other credit reporting agencies to which the furnisher has provided the inaccurate information.

152. Defendant SoFi failed to conduct a reasonable investigation following receipt of no less than nine disputes made through the CRAs, making it liable to the Plaintiff under 15 U.S.C. § 1681s-2(b).

153. Defendant SoFi has knowingly and willfully provided inaccurate information to CRA Defendants about the Plaintiff because the Plaintiff did not enter any agreement to encumber herself on the Account.

154. SoFi had sufficient information to know that the Plaintiff was not liable for the Account or to otherwise verify that she entered an agreement with SoFi for a

1 \$45,000 unsecured loan.

2 155. The Plaintiff did not ask to be solicited, she did not ask for the loan, she
3 did not bind herself in an enforceable contract, and she had no knowledge of the
4 Account until long after the Account was in default.
5

6 156. SoFi allowed itself to be defrauded by its own marketing, solicitation,
7 and lending practices.
8

9 157. Upon information and belief, SoFi received ACDVs from the CRAs
10 and, if it did anything, it merely performed a perfunctory data conformity check
11 within its own systems instead of investigating the identity theft dispute.
12

13 158. It was unreasonable for SoFi to verify and reinsert the Account after it
14 had been notified that the Account was not the Plaintiff's.
15

16 159. Sofi's conduct was a direct and proximate cause, as well as a substantial
17 factor, in causing serious injuries, damages and harm to Plaintiff that are outlined
18 more fully above, and as a result, SoFi is liable to compensate Plaintiff for the full
19 amount of statutory, actual, and punitive damages, along with attorneys' fees and
20 costs, as well as other such relief, permitted by 15 U.S.C. §§ 1681n and 1681o.
21

22 160. As a result of the above-described violations Plaintiff has sustained
23 damages including loss of the opportunities to obtain credit or better credit
24 conditions, emotional distress, and mental and physical pain.
25

26 161. Because SoFi was aware that its lending practices were so lax that it
27
28

1 allowed itself to be defrauded by an imposter, and because it continuously shifted
2 the responsibility to the innocent Plaintiff rather than take responsibility itself,
3 SoFi's violation of the FCRA was willful and therefore Plaintiff is entitled to
4 statutory and punitive damages.
5

6
7 **COUNT III**
8 **Violations of the FDCPA, 15 U.S.C. § 1692**
9 **against United Collection Bureau, Inc.; LVNV Funding; and Resurgent**
10 **(collectively "Debt Collectors")**

11 162. Plaintiff relies on the facts set forth in the Complaint as the basis for the
12 claims against the Debt Collectors.

13 163. The FDCPA is a comprehensive regulatory scheme that Congress
14 enacted to eliminate abusive, deceptive, and unfair debt collection practices by debt
15 collectors and to promote consistent state action to protect consumers against debt
16 collection abuses. 15 U.S.C. §§ 1692(a), (e).

17 164. When Congress enacted the FDCPA in 1977, Congress had found that
18 abusive debt collection practices harmed consumers by, among other things,
19 increasing personal bankruptcy, marital instability, loss of employment, and
20 invasion of privacy.
21

22 165. Defendants United Collection, LVNV, and Resurgent identified
23 themselves as debt collectors in the collection letter sent to Plaintiff.
24

25 166. Defendants United Collection, LVNV, and Resurgent's misconduct
26 was deliberately false, deceptive, misleading, unfair, unconscionable, and coercive,
27
28

1 and resulted in the pending unlawful extraction of money from Plaintiff.

2 167. Defendants United Collection, LVNV, and Resurgent violated 15
3 U.S.C. §§ 1692e(2)(a), 1692(10) by making false and deceptive misrepresentations
4 in the collection of the SoFi Account.
5

6 168. Defendants United Collection, LVNV, and Resurgent violated 15
7 U.S.C. §§ 1692f by engaging in collection of the SoFi Account, which was not
8 expressly authorized by an agreement creating the debt between the Plaintiff and
9 SoFi.
10

11 169. Upon information and belief, Defendants United Collection, LVNV,
12 and Resurgent utilize these false, deceptive, misleading, unfair, unconscionable, and
13 coercive tactics as a matter of course when attempting to collect debts from
14 consumers such as Plaintiff, despite the fact that Defendants United Collection,
15 LVNV, and Resurgent knew or should have known that the debt was not a valid
16 debt, especially when Plaintiff sent CRA Defendants disputes regarding the debt
17 which were then, upon information and belief, forwarded to Furnisher SoFi and then
18 to United Collection, LVNV, and Resurgent.
19

20 170. Defendants United Collection, LVNV, and Resurgent's misconduct
21 was intentional. Defendants do not maintain procedures reasonably adapted to avoid
22 such conduct, but rather intends the conduct.
23

24 171. The misrepresentations were made knowingly and with the intent to
25
26
27
28

1 deceive and coerce the least sophisticated consumer. 15 U.S.C. 1692e(2)(A).

2 172. The misconduct was done intentionally with the purpose of coercing
3 Plaintiff to pay an alleged debt that was not owed.
4

5 173. As a result of the foregoing violations of the FDCPA, Plaintiff suffered
6 injuries in fact, including but not limited to the above-referenced economic damages,
7 as well as extreme emotional distress, embarrassment, humiliation, frustration, lost
8 sleep, loss of time and need to hire counsel, and interference with usual activities.
9

10 174. Defendants are liable to Plaintiff for actual damages, statutory
11 damages, costs, and attorney fees.
12

13 **COUNT IV**
14 **Violation of the CCCRA, Cal. Civ. Code § 1785.25**
15 **against SoFi**

16 175. Plaintiff relies on the facts described more fully in this Complaint that
17 form the basis of Count IV.

18 176. California Civil Code § 1785.25(a) states that a “person shall not
19 furnish information on a specific transaction or experience to any consumer credit
20 reporting agency if the person knows or should know the information is incomplete
21 or inaccurate.”
22

23 177. California Civil Code § 1785.25(b) states that a furnisher that
24 determines a report to a credit reporting agency is not accurate or complete shall
25 promptly notify the consumer reporting agency of that determination and provide
26
27
28

1 corrections to the consumer reporting agency that is necessary to make the
2 information complete and accurate.

3
4 178. California Civil Code § 1785.25(c) provides that if the completeness or
5 accuracy of any information on a specific transaction or experience provided to a
6 consumer reporting agency is disputed by the consumer, the furnisher may not
7 continue reporting the information unless it provides a notice to the consumer
8 reporting agency that the information is disputed by the consumer.
9

10 179. Defendant SoFi, by and through its agents and employees, violated the
11 provisions of the California Consumer Credit Reporting Agencies Act by furnishing
12 information about the Plaintiff to CRA Defendants although Defendant SoFi knew,
13 or consciously avoided knowing, that the information was inaccurate.
14
15

16 180. The Plaintiff was injured as a result of SoFi's conduct causing her to
17 suffer economic, emotional distress, mental anguish, physical injury and sickness as
18 described in this Complaint.
19

20 181. Based on these violations of California Civil Code § 1785.25, Plaintiff
21 is entitled to the remedies afforded by California Civil Code § 1785.31, including
22 actual damages, attorney's fees, pain and suffering, injunctive relief, and punitive
23 damages in an amount not less than \$100.00 nor more than \$5,000.00, for each
24 violation as the Court deems proper.
25

26 **COUNT V**
27

**Violation of the RFDCPA, Cal. Civ. Code § 1788
against Debt Collectors and SoFi**

182. Plaintiff relies on the facts described more fully in this Complaint that form the basis of Count V.

183. Defendants United Collection, LVNV, SoFi and/or Resurgent violated the RFDCPA. United Collection, LVNV, SoFi and Resurgent's violations include, but are not limited to, the following:

- a. Violating Cal. Civ. Code § 1788.11(d) by causing a telephone to ring repeatedly or continuously to annoy the person called;
- b. Violating Cal. Civ. Code § 1788.17(e) by "communicating, by telephone or in person, with the debtor with such frequency as to be unreasonable and to constitute harassment to the debtor under the circumstances."
- c. Violating Cal. Civ. Code § 1788.17 by collecting or attempting to collect a consumer debt without complying with the provisions of Sections 1692b to 1692j, inclusive, of . . . Title 15 of the United States Code (Fair Debt Collection Practices Act).
 - i. Violating Cal. Civ. Code § 1788.17 by violating 15 U.S.C. § 1692d by engaging in conduct, the natural consequence of which is to harass, oppress or abuse any

1 person in connection with the collection of the alleged
2 debt; and

3 ii. Violating Cal. Civ. Code § 1788.17 by violating 15
4 U.S.C. § 1692d(5) by causing Plaintiff's phone to ring or
5 engaging Plaintiff in telephone conversations repeatedly;
6

7 iii. Violating Cal. Civ. Code § 1788.17 by violating 15
8 U.S.C. § 1692f by using unfair or unconscionable means
9 in connection with the collection of an alleged debt
10

11
12 184. United Collection texted Plaintiff in order to collect the alleged debt.

13 185. SoFi is the original creditor of the alleged debt.

14 186. The Rosenthal Act applies to the original creditors.

15 187. SoFi sold the alleged debt to debt collection agencies, United
16 Collection, LVNV and Resurgent.

17
18 188. SoFi attempted to collect a debt from Plaintiff that she did not owe.

19
20 189. United Collection, LVNV, SoFi and Resurgent's acts, as described
21 above, were done intentionally with the purpose of coercing Plaintiff to pay the
22 alleged debt.
23

24 190. The Plaintiff was injured as a result of United Collection, LVNV, SoFi
25 and Resurgent's conduct, causing her to suffer economic, emotional distress, mental
26 anguish, and physical injuries and sickness as described in this Complaint.
27
28

1 195. California Civil Code § 1785.16(k) also provides that the CRAs “shall
2 promptly notify the furnisher of the information that the information has been so
3 blocked,” the provides information on what the furnisher can do in order to unblock
4 the reporting.
5

6 196. Plaintiff reported the identity theft to the police department and
7 acquired a police report which was more than an automated form.
8

9 197. Plaintiff provided possible suspects to the police department to the best
10 of her abilities.
11

12 198. Plaintiff provided all of the information that was required of her to
13 complete the police report and worked with the police department to the best of her
14 abilities.
15

16 199. Plaintiff gave substantive and meaningful affidavits to assist law
17 enforcement, furnisher SoFi, and Defendant CRAs.
18

19 200. Plaintiff submitted a copy of her valid police report and affidavit to
20 Defendant CRAs.
21

22 201. Upon information and belief furnisher SoFi received Plaintiff’s police
23 reports and dispute from Defendant CRAs and chose to continue collecting the
24 alleged debt.
25

26 202. Defendant CRAs and Defendant SoFi violated the provisions of §
27 1785.16(k) by refusing to block the reporting of any information Plaintiff alleged
28

1 appeared on her consumer report as a result of identity theft.

2 203. Defendant CRAs notified furnisher SoFi of the identity theft.

3
4 204. Defendant SoFi violated the provisions of § 1785.16.2 by selling the
5 alleged debt to debt collectors United Collection, LVNV and Resurgent.

6 205. Defendant SoFi knew or should have known that Plaintiff was a victim
7 of identity theft and that under such circumstances, it was governed by California
8 law to not report, sell, or transfer the alleged debt.
9

10 206. Defendant SoFi ignored or disregarded the dispute that it received from
11 CRA Defendants that the alleged debt it was attempting to collect was subject to an
12 identity theft claim.
13

14 207. Plaintiff was injured as a result of CRA Defendants and SoFi's conduct,
15 causing her to suffer economic injury, emotional distress, mental anguish, physical
16 injury and sickness as described in this Complaint.
17

18 208. Based on these violations of California Civil Codes §§ 1785.16.2 and
19 1785.16(k), Plaintiff is entitled to the remedies afforded by California Civil Code §
20 1785.31, including actual damages, attorney's fees, pain and suffering, injunctive
21 relief, and punitive damages in an amount not less than \$100.00 nor more than
22 \$5,000.00, for each violation as the Court deems proper.
23
24

25 **PRAYER FOR RELIEF**

26 WHEREFORE, Plaintiff respectfully requests that this Honorable Court
27
28

1 enter judgments against Defendants for the following:

- 2 A. Declaratory judgment that CRA Defendants violated the FCRA, 15
3 U.S.C. § 1681e(b), § 1681i;
4
- 5 B. Declaratory judgment that United Credit, LVNV, Resurgent violated
6 the FDCPA, 15 U.S.C. § 1692;
7
- 8 C. Declaratory judgment that CRA Defendants and SoFi violated the
9 CCCRA, Civ. Code § 1785.25;
10
- 11 D. Declaratory judgment that United Credit, LVNV, and Resurgent
12 violated the RFDCPA, Cal. Civ. Code § 1788;
13
- 14 E. An award of actual damages pursuant to 15 U.S.C. §§ 1681n(a)(1) or
15 1681o(a)(1); 15 U.S.C. 1692k(a)(1); Cal. Civ. Code § 1788.30(b); Cal.
16 Civ. Code § 1785.31;
17
- 18 F. An award of statutory damages pursuant to 15 U.S.C. §§ 1681n(a)(1)
19 and 1681o(a)(1); 47 U.S.C. § 227(b)(3)(B) and 47 U.S.C. §
20 227(b)(3)(C); 15 U.S.C. 1692k; Cal. Civ. Code § 1785.31;
21
- 22 G. Statutory damages of \$1,000.00 pursuant to Cal. Civ. Code
23 §1788.30(b);
24
- 25 H. An award of punitive damages, as allowed by the Court pursuant to 15
26 U.S.C. § 1681n(a)(2) and Cal. Civ. Code § 1785.31;
27
- 28 I. Costs and reasonable attorneys' fees pursuant to 15 U.S.C. §

1 1681n(a)(3) and § 1681o(a)(2); 15 U.S.C. 1692k(3); Cal. Civ. Code
2 §1788.30(c);
3

4 J. Actual damages, costs and attorneys' fees, statutory punitive damages,
5 and injunctive relief pursuant to Cal. Civ. Code § 1785.16.2 and
6 1785.16(K); and
7

8 K. Such other and further relief as this Honorable Court may deem just
9 and proper, including any applicable pre-judgment and post-judgment
10 interest, and/or declaratory relief.
11

12 **JURY DEMAND**

13 Plaintiff hereby demands jury trial on all issues so triable.

14 RESPECTFULLY SUBMITTED this 6th day of January 2023,
15

16 /s/Youssef H. Hammoud

17 Youssef H. Hammoud (SBN: 321934)

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